



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to execute the Sale Agreement to Edward and Anthony Barkett for City-owned property located at 130 W. Elm Street.

MEETING DATE: October 6, 1999

PREPARED BY: Community Development Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute the sale agreement with Edward and Anthony Barkett for City property located at 130 West Elm Street.

BACKGROUND INFORMATION: For approximately three years, staff has been working on a project that would bring a new cinema to downtown Lodi. Following on the heels of the downtown revitalization program, North American Cinemas approached the City with the idea of building a twelve-screen theater somewhere in the downtown. After considerable work looking at alternative sites, the properties located on the north side of Elm Street between School and Church Streets were decided upon by the developers for the project, Edward and Anthony Barkett.

On December 16, 1998, the City Council approved an Exclusive Right to Negotiate Agreement with the Barketts for three City-owned sites in the downtown including the Elm Street property. Since that time, staff has been negotiating the sale of the property that is before the Council for consideration. Additionally, the Barketts have concluded negotiations with the two remaining owners of property that make up the theater site.

Agreement Overview

The Agreement that staff is recommending covers the basic terms and conditions of a property sale. The purchase price is \$200,000 for the 39,100 square-foot site, which is consistent with various appraisals that have been completed in the downtown recently. A number of contingencies have been placed on the Agreement by the purchasers that are fairly routine for development transactions.

Staff has negotiated for the continued use of the parking lot until ground breaking for the project. Further, we have provided for a series of performance deadlines that ensures the City's ability to re-acquire the property (and the adjacent properties) should the Barketts choose to not proceed.

Staff is pleased to present this Agreement for City Council approval and believe that this action is certainly a positive step in the on-going revitalization of downtown Lodi.

FUNDING: None required

Attachment

Konradt Bartlam
Community Development Director

cc: City Attorney
Public Works Director
Economic Development Coordinator

APPROVED: _____

H. Dixon Flynn -- City Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of and dated October 6, 1999, between THE CITY OF LODI, a body corporate and politic ("Seller"), whose address is P.O. Box 3006, Lodi, California 95241-1910, and EDWARD A. BARKETT and ANTHONY M. BARKETT ("Purchaser"), whose address is 2800 West March Lane, Suite 360, Stockton, California, 95219.

1. **CONVEYANCE.** Seller agrees to sell and convey to Purchaser (or its assignee or nominee) and Purchaser agrees to purchase from Seller, the real estate located at 113 W. Elm Street, Lodi, California, having approximately Thirty Nine Thousand One Hundred (39,100) square feet, excluding roads, streets, alleys or public rights-of-way, and more particularly described in Exhibit A attached hereto and made a part hereof, together with (a) all rights, easements and appurtenances belonging or appertaining thereto and (b) all right, title and interest of Seller in and to any and all roads, streets, alleys or public and private rights-of-way, bounding such property (collectively, the "Property"). Seller and Purchaser hereby acknowledge that the Seller is conveying the Property to Purchaser on the understanding that Purchaser will construct a multi-screen movie theater on the Property.

2. **PURCHASE PRICE.** The purchase price is Two Hundred Thousand Dollars (\$200,000.00) ("Purchase Price"), which shall be due and payable at the closing, plus or minus prorations, as hereinafter provided. Within five (5) days after execution of this Agreement, Purchaser shall place Five Thousand Dollars (\$5000.00) as an earnest money deposit ("Earnest Money Deposit"), which Earnest Money Deposit shall be held in a strict joint order escrow by Chicago Title Insurance Company ("Title Company") to be credited against the Purchase Price at closing. Separate and apart from the Earnest Money Deposit, Purchaser has already paid to Seller the sum of Five Thousand Seven Hundred Twenty Five Dollars (\$5725.00) (the "Exclusivity Fee") pursuant to that certain Exclusive Right to Negotiate Agreement by and between Purchaser and Seller dated January 15, 1999. Such Exclusivity Fee shall be credited toward the Purchase Price at closing.

3. **TITLE INSURANCE.** At closing, Purchaser shall order a CLTA Owner's Title Insurance Policy with coverage over all general exceptions, in the amount of the Purchase Price and any title endorsements required by Purchaser. Seller will convey good and marketable title to the Property at closing, and except as provided for herein. Within ten (10) days after Purchaser's payment of the Earnest Money Deposit, Seller shall cause the Title Company to issue a Preliminary Title Report. Within fifteen (15) days after Purchaser's receipt of the Preliminary Title Report, Purchaser shall notify Seller in writing of any objections (the "Defects") contained in such Preliminary Title Report. In the event that Seller is unable to cure the Defects, or if Purchaser does not waive the Defects prior to Purchaser's removal of contingencies as outlined in Paragraph 4 hereof, then, notwithstanding any other provision of this Agreement, Purchaser shall be entitled to the return of the Earnest Money Deposit, and the parties shall be released from further liability hereunder.

4. -- **CONDITIONS PRECEDENT.** Purchaser proposes to use the Property for the construction and operation of a multi-screen movie theater ("Purchaser's Proposed Use"). Purchaser's obligation to purchase the Property is contingent on the satisfaction, or waiver by Purchaser of the following conditions ("Conditions Precedent"):

(a) Purchaser's review and acceptance of the environmental condition of the Property.

(b) Purchaser obtaining from the City of Lodi, as the lead agency, a letter of "no further action" or other assurance acceptable to Purchaser satisfying Purchaser that Purchaser shall have no obligation with respect to the PCE/TCE contamination problem known to affect certain portions of the Property.

(c) Purchaser obtaining, at Purchaser's expense, boring, percolation, and other soil tests ("Soil Tests") conducted by a licensed engineer selected by Purchaser determining the physical characteristics of the sub-strata of the Property and showing that the soil and ground water are satisfactory for Purchaser's Proposed Use.

(d) The water and gas mains, electric power lines and sanitary and storm sewers, telephone, natural gas and other necessary public utilities (collectively, "Utilities") being immediately on or contiguous to the Property, and being adequate and available for hook-up and connection for Purchaser's Proposed Use.

(e) Purchaser entering into a lease with a movie theater operator, on certain terms and conditions acceptable to Purchaser, which lease shall provide that the movie theater operator will occupy and operate the movie theater to be constructed by Purchaser on the Property and the Adjacent Property.

(f) Purchaser obtaining all approvals, permits, easements and licenses ("Permits") for Purchaser's Proposed Use in accordance with Purchaser's plans and specifications. In the event that the Property is restricted by any state, county, municipal or other governmental law, ordinance, rule or regulation which prohibits, limits or restricts the use of the Property for Purchaser's Proposed Use, Purchaser shall undertake to secure use permits, variances, parcelizations and/or subdivisions ("Authorizations") so that the Property may be used for Purchaser's Proposed Use. The cost of securing the Authorizations shall be at Purchaser's expense. Such cost may include, but is not limited to, attorney, engineer, architect or other professional and/or consulting fees. Seller agrees to cooperate fully with Purchaser in securing the Authorizations and Permits and grants permission to Purchaser to make application for the Authorizations and Permits in the name of Seller. Seller shall execute any reasonably necessary documents in connection with Purchaser's application for the Authorizations and Permits.

(g) Purchaser qualifying for a facade improvement grant from the City of Lodi, which grant shall be in the maximum amount permitted under such facade improvement

program.

Upon full satisfaction or waiver by Purchaser of the Conditions Precedent on or before that date which is ninety (90) days after the execution of this Agreement, subject to the provisions of this Agreement, the Earnest Money Deposit shall be non-refundable. Purchaser shall have the right to extend the time within which to satisfy the Conditions Precedent by an additional ninety (90) days by payment to escrow of an additional Five Thousand Dollars (\$5000.00). Such additional payment is understood to be part of the Earnest Money Deposit to be credited against the Purchase Price at closing, retained by Seller as liquidated damages in the event of a default without cure by Purchaser as provided in Section 10 herein or refunded to Purchaser if Purchaser elects to terminate this Agreement as provided herein.

Seller hereby grants to Purchaser, its agents and contractors, the right to enter upon the Property to make the Soil Tests, Assessment and Survey.

5. **EMINENT DOMAIN; DAMAGE.** If prior to closing all or any part of the Property is condemned or appropriated by public authority or any party exercising the right of eminent domain, or is threatened thereby, or if the buildings and improvements on the Property are destroyed or materially damaged by fire, wind, storm, explosion or other casualty, Seller will give Purchaser written notice thereof and Purchaser may, at its option: (i) terminate this Agreement and Purchaser shall be entitled to the return of the Earnest Money Deposit and all additional deposits in escrow, and the parties shall be released from further liability hereunder; or (ii) elect to proceed under this Agreement and, at Purchaser's discretion, either (a) the Purchase Price shall be reduced by, or (b) Purchaser may take an assignment of, the amount of Seller's award and/or insurance proceeds which Seller is entitled to receive.

6. **RISK OF LOSS.** Prior to closing, the risk of loss or damage to the Property shall remain with Seller.

7. **CLOSING.**

(a) **Time.** Closing shall take place within thirty (30) days after Purchaser notifies Seller that all Conditions Precedent contained in this Agreement have been satisfied or waived by Purchaser.

(b) **Place.** Closing shall be held at the Stockton office of the Title Company.

(c) **Deed.** Seller shall deliver at closing a Grant Deed ("Deed") conveying good, marketable and insurable title and warranting title to be free and clear of all Defects except any which Purchaser may have waived in writing prior to closing.

(d) **Delivery.** Seller shall deliver such evidence or documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of

Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Payment. Upon closing, Purchase shall deposit in escrow the Purchase Price less the Earnest Money Deposit in cash.

(f) Real Estate Taxes. General and special real estate taxes and other state or city taxes affecting the Property ("real estate taxes") shall be prorated as of the date of closing, and shall be based upon one hundred two percent (102%) of the amount of the most recent ascertainable taxes for the Property if current tax bills are not available. The parties agree to reproporate real estate taxes within thirty (30) days of the issuance of the applicable tax bills. In the event any amounts are owing to the other party, the party owing such reproporated amount shall make such payment within ten (10) days after receipt of demand therefor. With the exception of the Downtown Improvement Assessment which will be assumed by Purchaser, any special assessments, charges or fees, whether state or local, whether due in full or in part, including any interest or penalty, which is a lien or charge against the Property on the date of closing shall be paid by Seller at closing or Purchaser shall receive an adjustment in the Purchase Price to cover the cost of such special assessment(s).

(g) Transfer Taxes. Any transfer or sales tax, including tax(es) on the Deed, shall be paid by Purchaser at closing.

(h) Recording Fees. Recording the Deed will be at Purchaser's expense. Recording any documents needed to clear title shall be at Purchaser's expense.

(i) Brokers. Seller and Purchaser represent and warrant to each other that they have not had any dealings with any real estate brokers, finders or agents in connection with this Agreement.

(j) Escrow Fees. Any escrow and/or closing fees charged by the Title Company shall be paid at closing by Purchaser.

8. **SURVIVAL OF CLOSING**. All representations, warranties, agreements and indemnities contained in this Agreement shall survive the closing of this transaction.

9. **POSSESSION**. Possession of the Property, free from all tenancies, parties in possession and occupants, and, except as otherwise provided for herein, shall be delivered to Purchaser by Seller at the closing. In the event that on the date of closing Seller fails to deliver possession of the Property in the form described in the preceding sentence, Seller agrees to pay to Purchaser any and all costs incurred or suffered by Purchaser as a result of Seller's breach of this covenant and, in connection therewith.

(a) Seller Use of Property. During the time, if any, between the Closing and

the date when Purchaser begins construction on the Property, Seller may continue to use the Property as a parking lot; provided, however, that Seller shall and hereby does indemnify and agree to defend Purchaser from and against any and all cost, liability, damage, suit, loss, and/or judgment, including the cost of reasonable attorneys' fees arising from or in any way connected with Seller's use of the Property after the Closing.

10. **DEFAULT.** In the event Purchaser defaults under the terms and conditions of the Agreement and Seller is not in default of the Agreement, Seller shall be entitled to retain the Earnest Money Deposit as its sole and exclusive remedy hereunder, which sum shall represent liquidated damages hereunder, and shall not be a penalty and this Agreement shall terminate effective as of the date Seller receives the Earnest Money Deposit, and the parties shall have no further rights or liabilities hereunder. It is specifically agreed that Seller expressly: (a) releases Purchaser from any other claim or liability hereunder, (b) waives any right on the part of Seller to specific performance of this Agreement, (c) waives any other damages and causes of action which may arise out of this Agreement. In the event Seller defaults under the terms and conditions of this Agreement and Purchaser is not in default under this Agreement, then Purchaser may either: (i) terminate this Agreement by written notice to Seller and the Title Company, and thereupon the Earnest Money Deposit and all additional deposits in escrow shall promptly be refunded to Purchaser and the parties shall have no further obligations hereunder; or (ii) avail itself of any remedies available to it at law or in equity, including, but not limited to, the right to specific performance.

11. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement; provided, however, if the final (but not any interim) date of any period set forth herein (including, but not limited to, the date of closing) falls on a Saturday, Sunday or legal holiday under the laws of the United States of America, the final date of such period shall extend to the next business day.

12. **NOTICE.** All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by Seller to Purchaser or by Purchaser to Seller, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Agreement. All Notices shall be legible and in writing and shall be delivered to the person to whom the notice is directed, either in person with a receipt requested therefor or sent by a recognized overnight courier service for next day delivery or by United States Certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) business day after depositing with such an overnight courier service; or (c) three (3) business days after deposit in the mails if mailed as follows:

If to Seller:	The City of Lodi City Manager P.O. Box 3006 Lodi, California 95241-1910
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If to Purchaser: Edward A. Barkett
Anthony M. Barkett
2800 W. March Lane, Suite 360
Stockton, CA 95219

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days advance written notice of such change of address:

13. **REPRESENTATIONS AND WARRANTIES OF SELLER.** To induce Purchaser to execute, deliver and perform this Agreement and without regard to any independent investigations made by Purchaser, Seller represents and warrants to Purchaser on and as of the date of execution and delivery of this Agreement and as of the closing date as follows:

(a) **Title.** Seller owns the Property in fee simple, free of any liens, claims or encumbrances other than the title exceptions acceptable to Purchaser.

(b) **Authorization.** Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

(c) **Litigation.** There are no claims, causes of action or other litigation or proceedings pending or, to the best of Seller's knowledge, threatened in respect to the ownership, operation or environmental condition of the Property or any part thereof (including disputes with mortgagees, governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services), except for claims which are fully insured and as to which the insurer has accepted defense without reservation.

(d) **Violation.** With the exception of the petroleum hydrocarbon contamination referenced hereinabove, there are no violations of any health, safety, pollution, zoning or other laws, ordinances, rules or regulations with respect to the Property, which have not been heretofore entirely corrected. In the event Seller has knowledge of any such violations, Seller shall: (i) immediately provide Purchaser with copies of all documents evidencing any such violations and (ii) cure such violations prior to closing.

14. **"AS IS" SALE.** With the exception of Seller's representations and warranties

contained in Section 13 hereof, Purchaser is purchasing the Property in "as is, where is" condition. Purchaser is relying on its own investigation of the environmental condition of the Property, the condition of soils of the Property, the zoning of the Property, and the condition of title of the Property and, except as otherwise provided in Section 13 hereof, Seller makes no representations and/or warranties with respect to the Property.

15. **ASSIGNMENT.** Purchaser shall have the right to assign its rights and obligations hereunder at any time. Such assignment shall be subject to Seller's reasonable consent, which consent shall not be unreasonably withheld; provided, however, that if Purchaser assigns this its rights and obligations hereunder to an entity in which Purchaser owns a majority interest, then no consent shall be required. In all cases where Purchaser proposes to assign its interest hereunder, Purchaser shall only be entitled to make such assignment to an assignee who intends to construct a multi-screen movie theater on the Property. Any assignment to an assignee who does not intend to use the Property for the construction and operation of a multi-screen movie theater shall be voidable at Seller's election.

16. **FORCE MAJEURE.** If either party is delayed or prevented from performing any of its non-monetary obligations under this Agreement by reason of strike, lockouts or labor troubles, riots, insurrection, acts of God or any cause beyond such party's control, the period of such delay or such prevention shall be deemed added to the time period herein provided for the performance of any such obligation.

17. **MISCELLANEOUS.** No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. The Agreement constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings. The Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns. From and after the date of the Earnest Money Deposit until closing or earlier termination of this Agreement, Purchaser shall have the right to place temporary signage on the Property advertising Purchaser's Proposed Use.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

19. **CALIFORNIA LAW.** This Agreement and the rights and obligations created hereby shall be governed by and construed in accordance with the laws of the State of California.

20. **PURCHASER'S PERFORMANCE DEADLINES/SELLER'S REMEDIES.** Purchaser and Seller acknowledge that (i) Seller is conveying the Property to Purchaser expressly for the purpose of constructing and operating a multi-screen movie theater, (ii) Purchaser has purchased or contracted to purchase certain other property located at 107 North School Street,

109 North School Street, and 113 North School Street, all in the City of Lodi, California (the "Adjacent Property"), which Adjacent Property is necessary for Purchaser's construction and operation of a multi-screen movie theater, (iii) the construction and operation of a multi-screen movie theater on the Property is essential to Seller's long term planning goals for the City of Lodi. In light of the foregoing, Purchaser and Seller agree that Purchaser shall be bound to certain performance deadlines and penalties, as follows:

(a) Building Permit. Purchaser shall submit a building permit application to the City of Lodi within ninety (90) days after the Closing (the "Permit Period"). In the event that Purchaser fails to submit a building permit application within the Permit Period, then Purchaser shall be subject to the following penalties:

(i) During the period of time commencing with the expiration of the Permit Period and ending with the date that is one (1) year after the expiration of the Permit Period, Purchaser shall pay to Seller, on a monthly basis, an amount equal to Fifty Dollars (\$50.00) per day for each day that Purchaser fails to submit a building permit application to the City of Lodi.

(ii) If Purchaser fails to submit a building permit application within one (1) year after the expiration of the Permit Period, Seller shall be entitled to repurchase the Property and/or to purchase the Adjacent Property, as follows:

a. Notice. - Beginning with the date that is one (1) year after the expiration of the Permit Period, Seller shall have thirty (30) days within which to give Purchaser written notice of Seller's intention to repurchase the Property and/or to purchase the Adjacent Property. If Seller fails to timely give such notice, Seller shall lose all rights under this Paragraph 20(a).

b. Price. For purposes of this Paragraph 20 (a), the price for the Property and the Adjacent Property shall be as follows:

1. The purchase price for the Property shall be the Purchase Price inflated by the increase in the Consumer Price Index (San Francisco-Oakland) from the Closing until the date when Seller repurchases the Property.

2. The purchase price for the Adjacent Property shall be Three Hundred Eighty Seven Thousand Five Hundred Dollars (\$387,500.00) inflated by the percentage increase in the Consumer Price Index (San Francisco-Oakland) from the Closing until the date when Seller purchases the Adjacent Property.

c. Form of Payment. Seller shall repurchase the Property and/or purchase the Adjacent Property for all cash.

d. Closing. Seller shall close the repurchase of the

Property and/or the purchase of the Adjacent Property within ninety (90) days after giving notice to Purchaser of Seller's intention to repurchase the Property and/or to purchase the Adjacent Property, or Seller shall lose all rights under this Paragraph 20(a).

(b) Groundbreaking. Purchaser shall commence construction of the project within one hundred eighty (180) days after Purchaser's receipt of a building permit from the City of Lodi (the "Groundbreaking Period"). In the event that Purchaser fails to commence construction of the project within the Groundbreaking Period, then Purchaser shall be subject to the following penalties:

(i) During the period of time commencing with the expiration of the Groundbreaking Period and ending with the date that is one (1) year after the expiration of the Groundbreaking period, Purchaser shall pay to Seller, on a monthly basis, an amount equal to Fifty Dollars (\$50.00) per day for each day that Purchaser fails to commence construction of the project.

(ii) If Purchaser fails to commence construction of the project within one (1) year after the expiration of the Groundbreaking Period, Seller shall be entitled to repurchase the Property and/or to purchase the Adjacent Property, as follows:

a. Notice. Beginning with the date that is one (1) year after the expiration of the Groundbreaking Period, Seller shall have thirty (30) days within which to give Purchaser written notice of Seller's intention to repurchase the Property and/or to purchase the Adjacent Property. If Seller fails to timely give such notice, Seller shall lose all rights under this Paragraph 20(b).

b. Price. For purposes of this Paragraph 20, the price for the Property and/or the Adjacent Property shall be as follows:

1. The purchase price for the Property shall be the Purchase Price inflated by the increase in the Consumer Price Index (San Francisco-Oakland) from the Closing until the date when Seller repurchases the property.

2. The purchase price for the Adjacent Property shall be Three Hundred Eighty Seven Thousand Five Hundred Dollars (\$387,500.00) inflated by the percentage increase in the Consumer Price Index (San Francisco-Oakland) from October 1, 1999 until the date when Seller purchases the Adjacent Property.

c. Form of Payment. Seller shall repurchase the Property and/or purchase the Adjacent Property for all cash.

d. Closing. Seller shall close the repurchase of the Property and/or the purchase of the Adjacent Property within ninety (90) days after giving notice to Purchaser of Seller's intention to repurchase the Property and/or to purchase the Adjacent

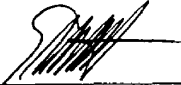
Property, or Seller shall lose all rights under this Paragraph 20 (b).

(c) Flexibility. Subject to the provisions of this Paragraph 20, Seller shall have the right to do any or all of the following: (i) repurchase the Property only, (ii) purchase the Adjacent Property only, or (iii) repurchase the Property and purchase the Adjacent Property.

(d) Financing. Prior to recording any construction financing against the Property, Purchaser shall not encumber the property with any mortgage without first obtaining Seller's written consent, which consent shall not be unreasonably withheld. If Seller does consent to any mortgage that is not for the purpose of construction, Seller's interest under this Paragraph 20 shall be subordinate to such mortgage. Seller's consent shall not be required prior to Purchaser's recording of a construction loan against the Property so long as such construction loan is for the purpose of constructing in accordance with Purchaser's Proposed Use. Upon (i) Purchaser's recording of a construction loan against the Property and (ii) Purchaser's commencement of construction in accordance with Purchaser's Proposed Use, all of Seller's rights under this Paragraph 20 shall automatically terminate.

IN WITNESS WHEREOF, the Purchaser and Seller have caused this Agreement to be executed as of the date first hereinabove written.

PURCHASER:

By 
Edward A. Barkett

By 
Anthony M. Barkett

SELLER:

THE CITY OF LODI

By _____
H. Dixon Flynn
City Manager

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

The West 70 feet of lot six (6) and the East 20 feet of lot seven (7) in Block eleven (11) as shown upon Map entitled, CITY OF LODI, (formerly MOKELUMNE) and filed for record August 25, 1869, in Vol. 2 page 12, of Maps and Plats, San Joaquin County Records.

PARCEL 2

Lot 8, and the West 60 feet of Lot 7, Block 11, CITY OF LODI, (formerly called MOKELUMNE) according to the Official Map or Plat thereof, filed for record August 25, 1869, San Joaquin County Records.